

ORIGINAL FOR EXECUTION

AGREEMENT

BETWEEN

THE BOARD OF COMMISSIONERS OF
GRAND TRAVERSE COUNTY

AND

TEAMSTERS LOCAL 214

GRAND TRAVERSE CENTRAL DISPATCH UNIT

January 1, 2022 - December 31, 2023

TABLE OF CONTENTS

	Page:
AGREEMENT	1
PREAMBLE.....	1
ARTICLE I – RECOGNITION.....	1
Section 1.1 Collective Bargaining Unit.....	1
Section 1.2 Definitions.....	2
ARTICLE II - MANAGEMENT RIGHTS.....	2
Section 2.1 Management Rights.....	2
Section 2.2 Right to Discipline.....	2
Section 2.3 Powers of Authority.....	2
Section 2.4 Emergency Work Assignments.....	3
ARTICLE III - UNION SECURITY	3
Section 3.1 Union Membership.....	3
Section 3.2 Checkoff	3
ARTICLE IV – REPRESENTATION	4
Section 4.1 Stewards.....	4
Section 4.2 Notification of Representatives	4
ARTICLE V - SPECIAL CONFERENCES	4
Section 5.1 Special Conferences.....	4
ARTICLE VI - GRIEVANCE PROCEDURE.....	5
Section 6.1 Grievances Steps	5
Section 6.2 Resolving Grievances.....	6
Section 6.3 Strikes and Walkouts.....	7
ARTICLE VII – ARBITRATION.....	7
Section 7.1 Arbitration	7
Section 7.2 Final and Binding	8
ARTICLE VIII - DISCIPLINE AND DISCHARGE	8
Section 8.1 Just Cause.....	8
Section 8.2 Discharge or Suspension.....	8
Section 8.3 Removal of Disciplinary Documents from File	8
Section 8.4 Criminal Offenses	8
Section 8.5 Discharge or Suspension Grievance	8
Section 8.6 Polygraph	9

Section 8.7 Precedent	9
ARTICLE IX - LAYOFF AND RECALL	9
Section 9.1 Layoff.....	9
Section 9.2 Temporary Reduction	10
Section 9.3 Recall.....	10
Section 9.4 Order and Notice of Recall	10
ARTICLE X - LEAVES OF ABSENCE.....	11
Section 10.1 General.....	11
Section 10.2 Military Leave	12
Section 10.3 Union Business.....	13
Section 10.4 Educational Leave	13
Section 10.5 Parental Leave.....	13
Section 10.6 Jury or Witness Duty.....	13
Section 10.7 Bereavement Leave.....	13
Section 10.8 Personal Leave.....	14
ARTICLE XI - SENIORITY	14
Section 11.1 Definition.....	14
Section 11.2 Seniority List	15
Section 11.3 Loss of Seniority	15
ARTICLE XII - LONGEVITY COMPENSATION	16
Section 12.1 Grandfathered Longevity Plan B.....	16
Section 12.2 Payout at Termination.....	16
ARTICLE XIII - HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE	16
Section 13.1 Regular Hours of Work	16
Section 13.2 Breaks	17
Section 13.3 Overtime Rate.....	17
Section 13.4 Overtime Distribution	17
Section 13.5 Shift Assignment.....	18
Section 13.6 Shift Premium	19
Section 13.7 Shift Times.....	19
Section 13.8 Compensatory Time	19
ARTICLE XIV - HOLIDAY PAY	19
Section 14.1 Paid Holidays.....	19
Section 14.2 Eligibility.....	20
Section 14.3 Compensation for Holidays Not Worked	20
Section 14.4 Holidays During Leave.....	20
Section 14.5 Compensation for Holidays Worked	20
Section 14.6 Compensation for Non-worked Holidays	20
Section 14.7 Agree to Work but Don't Work	20
Section 14.8 Holidays on Weekends	20

Section 14.9 Call in on Holiday	21
Section 14.10 Floating Holiday	21
ARTICLE XV – VACATION	21
Section 15.1 Vacation Accrual.....	21
Section 15.2 Vacation Carryover, Waiver, and Pay Upon Termination	21
Section 15.3 Sickness During Vacation Period	22
Section 15.4 Waiver of Vacation.....	22
Section 15.5 Vacation Scheduling	22
Section 15.6 Vacation Pay	22
Section 15.7 Payout upon Termination.....	22
Section 15.8 Scheduling with Regular Days Off	23
ARTICLE XVI - INSURANCE AND PENSION	23
Section 16.1 Health Insurance.....	23
Section 16.2 Optical and Dental Insurance	25
Section 16.3 Retirees Group Health	25
Section 16.4 Workers' Compensation	25
Section 16.5 Unemployment Insurance	25
Section 16.6 Retirement Plan	25
Section 16.7 Life Insurance and AD&D Insurance.....	26
Section 16.8 Short Term Disability Insurance.....	26
Section 16.9 Long-Term Disability Insurance	26
ARTICLE XVII - VACANCY, PROMOTION AND TEMPORARY TRANSFER	27
Section 17.1 Promotion and Vacancies	27
Section 17.2 Transfers	27
Section 17.3 Trial Period for Current Employees Who are Promoted or Transfer to a New Position.....	27
Section 17.4 Pay Rate for Promotion/Demotion or Lateral Moves.....	28
Section 17.5 911 Database Coordinator and Call Taker	28
Section 17.6 Temporary Vacancy.....	29
ARTICLE XVIII – UNIFORMS	29
Section 18.1 Uniforms Furnished by Employer.....	29
ARTICLE XIX – GENERAL	29
Section 19.1 County Safety Concerns.....	29
Section 19.2 Safety Disputes.....	29
Section 19.3 Access to Personnel File	29
Section 19.4 Visits by Union Representatives	29
Section 19.5 Legal Assistance.....	29
Section 19.6 Training Schools	30
Section 19.7 Personal Vehicles	30
Section 19.8 Equipment	30
Section 19.9 Bulletin Board	30

Section 19.10 Rest Periods	30
Section 19.11 Bonds	30
Section 19.12 Court Appearances.....	30
Section 19.13 Call In	30
Section 19.14 Hours Considered Worked	31
Section 19.15 Pay Periods	31
Section 19.16 Examination of Time Records.....	31
Section 19.17 Rules, Regulations, Policies, Procedures	31
Section 19.18 Tuition	31
Section 19.19 Training Opportunities	31
Section 19.20 New Classification	32
Section 19.21 Travel Time.....	32
Section 19.22 Training Time.....	32
Section 19.23 Emergency Manager	32
ARTICLE XX - SAVINGS AND WAIVER CLAUSE	32
Section 20.1 Savings Clause.....	32
Section 20.2 Waiver	32
ARTICLE XXI - DURATION	33
APPENDIX A – WAGE SCALES.....	34

AGREEMENT

This Agreement entered into this date, between the Board of Commissioners for the County of Grand Traverse, a municipal body corporate of the State of Michigan, hereinafter referred to as the "Employer," and Teamsters State, County and Municipal Workers Local 214, hereinafter referred to as the "Union," expresses all mutually agreed covenants between the parties heretofore.

PREAMBLE

This Agreement has as its purpose the promotion of harmonious relations between the Employer and the Union, the establishment of rates of pay, hours of work and other specified conditions of that employment.

The parties ascribe to the principle of equal opportunities and shall share equally the responsibilities for applying the provisions of this Agreement without discrimination as to age, sex, height, weight, marital status, race, creed, national origin and religion, political or Union affiliation, as required by law.

The Employer and the Union encourage to the fullest degree, friendly and cooperative relations between the respective representatives at all levels and among all employees.

It is the general purpose of this Agreement to promote the mutual interests of the County and its employees and to provide for the operation of the services provided by the County under methods which will further, to the fullest extent possible, the safety of the employees, economy and efficiency of operation, elimination of waste, realization of maximum quantity and quality of output, cleanliness, protection of property and avoidance of interruptions to production. The parties to this Agreement will cooperate fully to secure the advancement and achievements of these purposes.

ARTICLE I **RECOGNITION**

Section 1.1 Collective Bargaining Unit: The Employer hereby agrees to recognize Teamsters Local 214 as the exclusive bargaining representative, as defined in Act No. 336, State of Michigan, Public Acts of 1947, as amended, for all employees employed by the Employer in the following described unit for the purpose of collective bargaining with respect to rates of pay, wages, hours of employment and other conditions of employment.

All regular full time employees of Grand Traverse Central Dispatch, including emergency telecommunicators, call takers, and Coordinator: 911 Databases and excluding the Director, Deputy Director, Supervisors, and temporary employees, as defined in Section 1.2 (B).

Section 1.2 Definitions: The terms "Employee" and "Employees" when used in this Agreement, shall refer to and include only those regular full-time employees who are employed by the County in the collective bargaining unit set forth. For purposes of this Agreement, the following definitions are applicable:

- A. **Regular Full-Time Employee:** Employees normally scheduled to work forty (40) hours or more per week shall be subject to all the terms of this Agreement.
- B. **Temporary Employees:** Temporary employees shall be defined as those employees hired for a specific project or for a specific period of time not to exceed 180 consecutive calendar days, unless extended by mutual agreement. Temporary employees shall not be subject to the terms of this Agreement.
- C. **On Call Employees:** On call employees shall be defined as those employees who work on an irregular basis. Such employees shall not be subject to the terms of this Agreement. Employees classified as on call employees shall be used only to supplement the full time work force and shall not be used to avoid the payment of overtime to full time employees or to displace regular full time employees.

ARTICLE II **MANAGEMENT RIGHTS**

Section 2.1 Management Rights: The Employer retains the sole right to manage its affairs, including, but not limited to, the right to plan, direct and control its operations; to determine the location of its facilities; to decide the working hours; to decide the types of service it shall provide, including the scheduling and means of providing such services; to maintain order and efficiency in its departments and operations; to promulgate work rules; to hire, lay off, assign, transfer and promote employees; and to determine the starting and quitting time, work schedules and the number of hours to be worked, the number and complexion of the work force; to determine the qualifications of its employees and standards of workmanship; and all other rights and prerogatives, including those exercised in the past, and those rights which are contained in the Michigan Constitution and the various statutes of the State subject only to clear and express restrictions governing the exercise of these rights as are expressly provided for in this Agreement.

Section 2.2 Right to Discipline: The Employer retains the sole right to discipline and discharge non-probationary employees for just cause, provided that in the exercise of this right, it will not act in violation of the terms of this Agreement.

Section 2.3 Powers of Authority: The powers of authority which the Employer has not specifically abridged, delegated or modified by this Agreement are retained by the Employer.

Section 2.4 Emergency Work Assignments: It is recognized that the Employer is in the business of providing public services, and that during emergency work assignments, personnel and procedures may be modified in any way necessary to meet the demands of the emergency.

Emergency shall be defined as a combination of circumstances which call for immediate action, including severe storms, floods, or other conditions beyond the control of management or declarations of emergency called by the governmental official authorized to do so.

ARTICLE III **UNION SECURITY**

Section 3.1 Union Membership: Membership in the Union is not compulsory. All employees have the right to join, maintain or drop their membership in the Union as they see fit. The Union recognizes, however, that it is required under this Agreement to represent all employees included within the Collective Bargaining Unit without regard to whether the employee is a member of the Union.

Section 3.2 Checkoff:

- A. During the life of this Agreement, the Employer agrees to deduct Union membership dues and initiation fees from the pay of each employee who executes and files with the County a proper checkoff authorization form and who does not revoke the authorization.
- B. Dues and initiation fees will be authorized, levied and certified by the Secretary-Treasurer of the Union. Each employee hereby authorizes the Union and the Employer, without recourse, to rely upon and to honor certificates by the Secretary-Treasurer of the Local Union, regarding the amounts to be deducted and the legality of the adopting action such amounts of the Union dues and/or initiation fees. The Employer agrees, during the period of this Agreement, to provide this checkoff service without charge to the Union.
- C. A properly executed copy of the written checkoff authorization form for each employee for whom dues are to be deducted hereunder shall be delivered to the Employer before any payroll deductions are made. Any written authorization which lacks the employee's signature will be returned to the Union by the Employer.
- D. Deduction for dues and initiation fees for any calendar month shall be made from the first (1st) pay period of that month, provided the employee has sufficient net earnings to cover the dues and initiation fees. In the event an employee is absent from work during the first (1st) pay period, such deductions shall be made from the first pay period of the following month together with the deduction for the

current month. Deductions for any calendar month shall be remitted to the designated Secretary-Treasurer of the Local Union not later than the fifteenth (15th) day of each month.

- E. In cases where a deduction is made which duplicates a payment already made to the Union by an employee, refunds to the employee will be made by the Union.
- F. The Union shall notify the Employer in writing of the proper amount of dues and initiation fees, and any subsequent changes in such amounts.
- G. The Union agrees to defend, indemnify, and save the Employer harmless against any and all claims, suits or other forms of liability arising out of its deductions from an employee's pay of Union dues or the representation fee, or reliance on any list, notice, certification or authorization furnished under this Article. The Union assumes full responsibility for the disposition of the deductions so made once they have been sent to the Union.

ARTICLE IV **REPRESENTATION**

Section 4.1 Stewards: The Employer agrees to recognize one (1) Steward and one (1) Alternate Steward, said Steward being a member with seniority of the Bargaining Unit with two or more years of service and elected by the bargaining unit. The duties of the Steward shall be limited to the administration of this Agreement, including the investigation and presentation of grievances as established in the grievance procedure. In addition, both the Steward and the Alternate Steward shall serve on the Collective Bargaining Committee for the purposes of negotiating a new Labor Agreement. The Employer agrees to compensate the Steward, or Alternate Steward, for all reasonable lost time from his/her regular scheduled work at the regular rate of pay for time lost while meeting or conferring with Employer representatives. Compensation for lost time shall be limited to two (2) employees.

Section 4.2 Notification of Representatives: The Union will furnish the Employer with the names of its authorized representatives and members of its committee who are employed within the unit and such changes as may occur from time to time in such personnel so that the Employer may at all times be advised as to the identity of the individual representatives of the Union, and the Employer shall not be required to recognize or deal with anyone other than those so designated.

ARTICLE V **SPECIAL CONFERENCES**

Section 5.1 Special Conferences: Special conferences for important matters of mutual concern not being processed as a grievance under this Agreement will be

arranged between the Employer, Steward, and any outside parties mutually agreed upon. Arrangements for such conferences shall be made in advance and shall be limited to the agenda presented when such arrangements are made. It is expressly understood that these special conferences shall not be for the purpose of conducting collective negotiations, nor to, in any way, modify, add to, or detract from the provisions of this Agreement.

ARTICLE VI **GRIEVANCE PROCEDURE**

Section 6.1 Grievances Steps: A grievance under this Agreement is a written dispute, claim or complaint arising under and during the term of this Agreement and filed by either an authorized representative of, or an employee in, the Bargaining Unit. Grievances are limited to matters of interpretation or application of express provisions of this Agreement. The grievance shall state the specific Article and Section allegedly violated. All grievances must be filed within five (5) working days after occurrence of the circumstance giving rise to the grievance or five (5) working days from when the grievant should reasonably have known of the occurrence, otherwise the right to file a grievance is forfeited and no grievance shall be deemed to exist.

- Step 1: Any employee having a complaint in connection with this employment shall present it to the Employer with the following understanding: Before initiating a grievance, the employee and/or Steward must first discuss the matter orally with their supervisor or his/her designee.
- Step 2: If not resolved in Step 1, the grievance shall be reduced to writing on regular grievance form provided by the Local Union, signed by the employee and presented to the Director or his/her designee within five (5) working days of receipt of same by the representative or his/her designee. The grievance shall identify the section(s) of the contract allegedly violated. The Director or his/her designee, shall answer said grievance within five (5) working days of receipt of same.
- Step 3: Failing to resolve the issue in the second step, the Union shall within five (5) working days of the Director or his/her designee's disposition, contact Human Resources to arrange a meeting between the Union and the County Administrator to discuss said grievance. This meeting shall be scheduled at a mutually agreeable time, which time shall not exceed, however, five (5) working days from the time the Union contacts Human Resources unless a longer time is mutually agreed upon.
- Step 4: By mutual agreement, at the request of either party, any grievance which is not resolved at Step 3 may be submitted to the Michigan Employment Relations Commission for non-binding mediation. However, the time limits

under the grievance procedure to submit to arbitration shall not be extended without mutual consent while such mediation is pending.

Section 6.2 Resolving Grievances:

- A. Any and all grievances resolved at any step of the grievance as contained in this Agreement shall be final and binding on the Employer, the Union and any and all unit employees involved in the particular grievance.
- B. The time limits established in the grievance procedure shall be followed by the parties hereto. If the time limits procedure is not followed by the Union the grievance shall be considered settled in accordance with the Employer's last disposition. If the time procedure is not followed by the Employer, the grievance shall automatically advance to the next step, but excluding arbitration unless requested by the Union. The time limits established in the grievance procedure may be extended by mutual agreement, provided it is reduced to writing and the period of extension is specified.
- C. The County shall not be required to pay back wages for periods prior to the time the incident occurred, provided that in the case of pay shortage, of which the employee had not been aware before receiving his/her pay, any adjustments made shall be retroactive to the beginning of the pay period providing the employee files his/her grievance within five (5) working days after receipt of such pay in question.
- D. When an employee is given a disciplinary discharge or suspension, the Steward and the employee will be promptly notified in writing of the action taken.
- E. All claims for back wages shall be limited to the amount of wages that the employee would otherwise have earned less any unemployment compensation or compensation that he/she may have received from any source during the period in question.
- F. The Employer will grant a necessary and reasonable amount of time off during straight time working hours to the Steward who must necessarily be present for direct participation in grievance adjustments with management. Such Steward shall first receive permission from his/her immediate supervisor to leave his/her work station. Such permission shall be granted within the shift in which the employee is scheduled and shall report back promptly when his/her part in the grievance adjustment has been completed. Any employee who takes an unreasonable or unnecessary amount of time in grievance procedure adjustments shall be subject, after written warning, to disciplinary action.
- G. Working days are defined as Monday – Friday. Saturdays, Sundays and holidays shall not be counted under the time procedures established in the grievance procedure.

- H. When remedies are available for any complaint and/or grievance of an employee through any administrative or statutory scheme or procedure, such as, but not limited to, a veteran's preference hearing, civil rights hearing, or Department of Labor hearing, in addition to the Grievance Procedure provided under this contract, and the employee elects to utilize the statutory or administrative remedy, the Union and the affected employee shall not process the complaint through any Grievance Procedure provided for in this contract. If an employee elects to use the Grievance Procedure provided for in this contract and, subsequently, elects to utilize the statutory or administrative remedies, then the grievance shall be deemed to have been withdrawn and the Grievance Procedure provided for hereunder shall not be applicable and any relief granted shall be forfeited. This provision shall not be interpreted to prohibit an employee from availing themselves of remedies provided under the Michigan Worker's Compensation Act or bringing a charge with the Equal Employment Opportunity Commission while pursuing a grievance.

Section 6.3 Strikes and Walkouts: It is the intent of the parties to this Agreement that the grievance procedure herein shall serve as a means for the peaceable settlement of all disputes that may arise between them concerning the terms of this Agreement. Recognizing this fact, the Union agrees that during the life of this Agreement, neither the Union, its agents, nor its members will authorize, instigate, aid or engage in work stoppage, slow-down or strike against the Employer. The Employer agrees that during the same period there will be no lockout. Any individual employee or group of employees who violates or disregards the prohibition of this section may be summarily discharged by the Employer without liability on the part of the County Board of Commissioners or Union.

ARTICLE VII **ARBITRATION**

Section 7.1 Arbitration: If the grievance is not settled in Step 3 or Step 4 of the grievance procedure, the Union representative may submit such grievance to arbitration. This submission is to be made within sixty (60) calendar days after receipt of the last step answer, with written notice to the Employer. Each grievance submitted to arbitration shall be submitted to the Federal Mediation Conciliation Service in accordance with its voluntary rules and regulations within the time specified above and such rules shall govern the arbitration hearing.

If the parties are unable to agree on an Arbitrator within ten (10) working days or within a longer period if mutually agreed upon, the Arbitrator shall be selected from the panel of arbitrators by each party alternately striking a name from the panel with the remaining name serving as the Arbitrator.

The Arbitrator shall have no power or authority to alter, amend, add to or subtract from the terms of this Agreement, nor to make any recommendation with respect thereto. Both parties agree to be bound by the award of the Arbitrator; provided, however, either party may appeal an award if it is alleged by a party that the Arbitrator exceeded his/her authority.

The expenses of the Arbitrator shall be paid by the non-prevailing party. If the Arbitrator's decision is split, the parties shall each pay 50% of the fee. However if either party cancels the arbitration, that party shall be responsible for the full amount of any required fees relating to such cancelation. The grievant and Steward or Alternate Steward shall be allowed to attend the arbitration without loss of pay, except in the case of a class action, when only the Steward or Alternate Steward shall be allowed to attend without loss of pay. Each party shall make arrangements for and pay the expenses of witnesses which are called by them.

Section 7.2 Final and Binding: The Arbitrator's decision shall be final and binding on the Union, on all bargaining unit employees, and on the Employer, and there shall be no appeal except in the very limited circumstances provided by law.

ARTICLE VIII **DISCIPLINE AND DISCHARGE**

Section 8.1 Just Cause: The Employer shall not discharge, demote, suspend or otherwise discipline any non-probationary employee except for just cause. It is mutually agreed that progressive discipline shall be used where appropriate. Discharge must be by proper written notice to the employee and the Steward, citing specific charges against such employee.

Section 8.2 Discharge or Suspension: The discharged or suspended employee will be permitted to review his/her discharge or suspension with his/her Steward on or outside the Employer's premises upon such discharge or suspension. Upon request, the Employer or his/her designated representative may discuss the discharge or suspension with the employee and the Steward.

Section 8.3 Removal of Disciplinary Documents from File: The Employer will not use a prior discipline which is two (2) or more years old unless related to a current charge or for impeachment purposes during an arbitration or other litigation.

Section 8.4 Criminal Offenses: When an employee is accused of a criminal offense, suspension may be with or without pay.

Section 8.5 Discharge or Suspension Grievance: Should a non-probationary employee who has been discharged or given a disciplinary suspension consider such discipline to be improper, a grievance may be processed initially at the written step of

the Grievance Procedure, provided the grievance is submitted within five (5) working days from the date the discipline was imposed on the grieving employee.

Section 8.6 Polygraph: No employee will be required to take a polygraph test and such refusal will not be used against him.

Section 8.7 Precedent: Any disciplinary action taken against an employee for violation of any rule, regulation or policy of the Department which is accepted by the employee shall not set a precedent for future settlements.

ARTICLE IX **LAYOFF AND RECALL**

Section 9.1 Layoff:

- A. The word "layoff" means a reduction in the work force. Provided the remaining employees have the current ability, skill and qualifications as determined by the Employer to perform the work required, layoff of employees within a department shall be by classification in inverse union bargaining unit seniority in the following order:
1. Temporary employees;
 2. Probationary employees
 3. Regular employees
- B. Upon being laid off from their department, an employee who so requests shall, in lieu of layoff, be permitted to take a position in or below their grade within their department, provided the following:
1. They have more seniority than the employee they are to replace and have the current ability, skill and qualifications as determined by the Employer.
 2. If the position chosen is held by multiple employees in a department, the least senior employee shall be replaced. Employees who change classification in lieu of layoff shall be paid the salary in accordance with the classification in which they are placed and their years of service.
 3. The employee must be able to perform the required duties of the position. The employee shall be given a sixty (60) working day trial in which to learn demonstrate he/she can satisfactorily perform the duties of the position. The employer shall give the employee reasonable assistance to enable them to learn the new job. The time may be extended by mutual agreement between the Employer and the Union.

4. When an employee bumps, he/she must accept all hours of the position being bumped into.
- C. In implementing the above mentioned displacement (bumping) procedures, the employee must also meet the following:
1. Any licensing, certification, or registration requirements for the position in question in a mutually agreed upon time frame unless such licensing, certification, or registration is a minimum qualification under C. 1.
 2. Other requirements by third-party payers such as Federal or State grant providers.
- D. Employees to be laid off for an indefinite period of time will have at least ten (10) working days' notice of layoff except in unavoidable emergency situations. The Chief Steward or Steward shall receive a list from the Employer of the employees being laid off on or before the date the notices are issued to the employees.
- E. Employees eligible for and choosing to bump in lieu of layoff shall have a maximum of four (4) working days to notify Human Resources of their decision and the position to which they are qualified to bump. It is the employees' responsibility to confirm that they meet the minimum qualifications for the position as defined in Section 8.1 prior to the deadline. Employees not following the above defined process will not be eligible for bumping rights after the four (4) day period and will be laid off.

Section 9.2 Temporary Reduction: In the event of a temporary reduction of the work force which shall not exceed four (4) weeks, at any one time, it may be mutually agreed that the work week may be reduced to not less than thirty (30) hours per week before any employees are laid off.

Section 9.3 Recall: A laid off seniority employee, if recalled to a job within one pay grade to the job from which he/she was laid off, shall be required to take the recall. Failure to take such offered work shall result in loss of seniority and discharge.

Section 9.4 Order and Notice of Recall:

- A. The order of recalling of laid off employees shall be in the inverse order in which the employees were laid off.
- B. Notices of recall shall be sent by registered mail or by email to the employee's last known home address or email address as shown on the Employer's records and it shall be the obligation of the employee to provide the Employer with a current address, email address and telephone number or additional information to guarantee receipt of notice of recall. A recalled employee shall give written notice, which may be by email, of his/her intent to return to work within three (3)

consecutive calendar days of receipt of notice and shall then return within ten (10) calendar days of the employer's notification or recall or their employment shall be terminated, unless an extension is granted by the Employer.

- C. In the event a recall is necessary on less than three (3) days' notice, the Employer may call upon the laid off employee(s), either personally or by telephone, until an employee who is able to return to work immediately is located. In such case, the employee able to return to work immediately will be given a temporary assignment not to exceed ten (10) working days, and the employee passed over (because of their inability to return to work immediately) will be given notice to report for work within the said ten (10) day period.

ARTICLE X

LEAVES OF ABSENCE

Section 10.1 General: The Employer may exercise any of its rights under the Family and Medical Leave Act. Current leave time allowed under this Article shall not be reduced but is subject to the Employer's rights under the Family and Medical Leave Act as noted above. A leave of absence is a written authorized absence from work. Such leave shall be without pay unless otherwise provided for in this contract. Only a regular full-time or regular part-time employee who has worked continuously for the Employer for one (1) year or more may be granted a leave of absence. In no event shall the duration of any leave exceed twelve (12) calendar months unless extended by approval of the Employer or required by law.

- A. The employee must submit a written request for leave stating the reason for such leave, the exact date on which the leave begins and the approximate date on which the employee is to return to work.
- B. Authorization or denial for a leave of absence request shall be furnished to the employee by the Employer and it shall be in writing.
- C. An employee on an unpaid approved leave of absence will retain his/her seniority; however, the seniority of an employee will not accumulate while the employee is on an approved unpaid leave of absence of thirty (30) calendar days or more, unless otherwise stated in this contract.
- D. No employee shall return to work prior to the expiration of their leave unless otherwise agreed to by the Employer. Failure to return to work on the agreed date or extension thereof shall be cause for termination. Further extension beyond the return date designated may be granted after thorough investigation and upon a finding by the Employer that extension of time is necessary and just.
- E. If an employee obtains a leave of absence for a reason other than stated at the time the request is made, the employee will be terminated from his/her job.

Employees shall not accept employment elsewhere while on leave of absence unless agreed to in writing by the Employer; if not approved, other employment while on a leave of absence shall result in disciplinary action up to and including discharge.

- F. Time absent on leave shall not be counted as time at work for any purpose except as herein provided to the contrary.
- G. Health insurances shall be continued for one month following the month during which unpaid leave begins unless otherwise provided in this agreement or by law. Leaves in excess of this time shall require the employee to reimburse the employer to continue such medical coverage under the group. Reimbursements will be made monthly. If the Employer does not receive reimbursement the employee's health care coverage shall terminate.
- H. Leaves requested due to illness or medical disability must be accompanied by a physician's certificate that the employee is unable to work. Employees returning to work must present a physician's statement indicating the employee's date of return with ability to perform the essential functions of the position as required by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions, a Psychologist or Psychiatrist may be required to provide the physician's statement; to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition. Accumulated sick leave may be used for such leave until exhausted. The Employer may require a physical and/or psychological exam by a physician or psychologist, at the Employer's expense, to determine the employee's ability to perform his/her regular duties if the Employer has a reasonable basis to question the ability. The employee may obtain a second opinion, at the employee's expense, and in the event that there is a dispute between the Employer's physician and employee's physician, both of these physicians shall select a third physician whose decision shall be final and binding on the parties. The expense of the third physician's opinion shall be split 50/50 by the Employer and the employee, if not covered by the employee's insurance.

Section 10.2 Military Leave: Military leave shall be granted in accordance with applicable State and Federal laws.

- A. Employees who are members of the National Guard, Naval Reserve, Army Reserve, Marine Reserve, Coast Guard Reserve or Air Corps Reserve and who are called for reserve duty with valid military documentation, shall be entitled to a leave of absence in addition to their vacation leave from their respective duties. During this leave, and upon presentation of documentation of their gross wages with the Reserves, they may receive pay for the difference between their regular gross pay and their military gross pay, such pay not to exceed two (2) calendar weeks.

- B. Employees who are called for a physical for the Armed Services are to be granted pay for the day of the physical.

Section 10.3 Union Business: Leaves of absence without pay may be granted, under normal conditions, to an employee elected by the Union to attend educational classes or conventions conducted by the Union. The number will not exceed two (2) employees at any one time and the number of working days will not exceed seven (7) in any one (1) calendar year.

Section 10.4 Educational Leave: An employee wishing to further his/her education in his/her career with the County may be granted educational leave for a maximum of one (1) year without pay. The employee who is granted an educational leave may return to his/her previous classification according to seniority. This leave may be extended by mutual agreement.

Section 10.5 Parental Leave: Employees may request to take up to a six (6) month leave of absence without pay due to pregnancy, birth or adoption of a child. Accumulated vacation and personal time must be used prior to using unpaid time. Such leave of absence shall not affect continuous service and shall run concurrent with a Family and Medical Leave. Fringe benefits shall not continue or accrue during this time.

Section 10.6 Jury or Witness Duty: Employees shall be granted leave of absence with pay when they are required to report for jury duty, or as a witness subpoenaed to appear in a local, State, or Federal Court or when required either by the Employer or any other public agency to appear before a court or such agency on matters related to the lawful performance of their duties in their work and in which they are personally involved as a result of the faithful performance of their duties.

- A. Seniority will continue to accrue to the employee.
- B. Such employees shall be paid their regular wages for time necessarily spent on such matters after turning over the fees (less mileage) to the Employer.

Section 10.7 Bereavement Leave: When death occurs in an employee's immediate family; i.e., spouse, parent, parent of current spouse, child, brother, sister, grandparents, grandchildren, grandparents of current spouse, step-mother, step-father, the employee, upon request, will be excused from the date of death through the date of the funeral. Employees shall receive pay for up to three days of regularly scheduled straight time hours during this period, exclusive of shift and other premiums, provided they attend the funeral and/or memorial service. Employees who are absent for more than the three days may choose to charge additional time against their personal or vacation leave banks. For out-of-state funerals, employees shall be permitted to take up two (2) additional days leave of absence without pay or at the option of the employee to use accumulated personal, sick or vacation leave or compensatory time.

Time thus paid will not be counted as hours worked for purposes of overtime.

Section 10.8 Personal Leave: Each regular full time employee and regular part time employee (on a pro-rated basis) shall be granted sixty-four (64) hours of personal leave each year in the first pay period which is paid at the beginning of the pay period that covers the first pay date in December. Pursuant to Michigan's Paid Medical Leave Act, the personal leave hours includes the 40 hours required for compliance with the Paid Medical Leave Act of 2018 (PMLA). New employees shall be granted this leave upon completion of ninety (90) days of continuous service, prorated on the number of months of service within the benefit year. Employees who have not completed ninety (90) days of continuous employment as of December 1st shall not receive leave for the prior year, however shall receive the full sixty-four (64) hours upon completion of ninety (90) days of employment.

This leave may be used at the employee's discretion for sick or personal reasons. This leave may be used for the employee's personal health needs, a family member's health needs, for purposes arising out of domestic violence or sexual assault, or during closure of the employee's primary worksite by order of a public official due to a public health emergency. Twenty-four (24) hours notice and prior approval by the supervisor is required for general absences, and at least one (1) hour notice prior to the beginning of the shift is required for illness, unless the employee can show in writing why prior notification was impossible. Time must be used in 1/2 hour increments. If any employee has been off work due to sickness or accident for three (3) consecutive days, a statement from a physician may be required by the Employer. Employees who establish a pattern of misuse of sick leave may be required to submit a statement from a physician to verify such illnesses.

Any personal leave balance left up to 40 hours (pro-rated for part-time employees) following the last pay period in November shall be paid at the employee's prevailing hourly rate on the first paycheck in December.

Any balance left upon retirement (under the County's retirement plan as defined in Section 16.5, or at age 62 or over) or upon death shall be paid at the rate of one-half of any unused hours at the prevailing hourly rate of the employee.

ARTICLE XI **SENIORITY**

Section 11.1 Definition: Seniority shall be defined as the length of the employee's service within the bargaining unit, prorated for regular part time employees, during their current period of employment with the Employer, reduced for unpaid leaves of absence (excluding FMLA and approved time off) and layoffs of thirty (30) days or longer. Employees who are employed on the same date in the bargaining unit shall be placed on the seniority list by date and time of application. For purposes of vacation and

longevity, the length of service shall be determined by the employee's last date of hire with the Employer.

- A. All new regular full-time employees shall serve a minimum probationary period of 2,000 hours of actual time worked excluding overtime hours worked. New employees shall normally complete the required training program in 1,000 hours worked or less. In the event that training exceeds 1,000 hours, the probationary period shall be extended by the numbers of hours over 1,000. Completion of the training program is achieved when the employee is independently operating a console as designated by the Director or Deputy Director
- B. The Union shall represent probationary employees for the purpose of collective bargaining; however, probationary employees are "at-will" and may be terminated at any time by the Employer in its sole discretion and neither the probationary employee so terminated nor the Union shall have recourse through the grievance procedure over such termination.
- C. If an employee is absent from work due to illness or other reasons for a period of forty (40) regularly scheduled hours or longer, such period of his/her absence shall be added to the probationary period. Absences due to an inservice training or job related injury shall not be added to the probationary period.
- D. During the probationary period an employee shall be eligible for employee benefits as expressly provided in this Agreement consistent with plan documents attached to this agreement. After an employee has successfully completed his/her probationary period of employment, he/she shall be put on the seniority list and such seniority shall be as of his/her last date of hire as a regular employee into this bargaining unit.

Section 11.2 Seniority List: The seniority list on the date of this Agreement shall show the names and classifications of all employees in the bargaining unit. The Employer will keep the seniority list up to date from time to time and will furnish the Union an up-to-date list on upon request. Any employee who believes that his/her employment date or relative position on the list is incorrect, shall report so to Human Resources in writing within thirty (30) calendar days of the dated posting, or such list shall stand approved as posted.

Section 11.3 Loss of Seniority: An employee's seniority and employment with the Employer shall terminate for the following reasons:

- A. He/she quits or retires.
- B. He/she is discharged or terminated and the action is not reversed.
- C. He/she is absent for three (3) working days without properly notifying the Employer and supplying a satisfactory reason for such absence. This is not to be

construed as limiting the right to issue discipline for any unjustified absence. Exceptions may be made by the Employer due to circumstances beyond the control of the employee.

- D. He/she fails to return to work when recalled or at the specified date at the termination of any leave of absence. Exceptions may be made by the Employer due to circumstances beyond the control of the employee.
- E. The employee is on a layoff or workers' compensation leave, for the length of their seniority or twenty-four (24) months whichever is less.
- F. He/she is convicted or pleads guilty or nolo contendere to a felony, or a misdemeanor which results in sentenced jail time.
- G. If he/she makes an intentionally false statement on his/her employment application or other Employer document.
- H. If he/she has been on leave of absence including sick leave, for a period of one (1) year or a period equal to the length of his/her seniority at the time such sick leave commenced, whichever is less. (Excluding FMLA job protected leave)

ARTICLE XII **LONGEVITY COMPENSATION**

Section 12.1 Grandfathered Longevity Plan B: All employees hired prior to July 1, 2007, shall receive a longevity bonus payable as a separate check on the first pay date in December in accordance with the following schedule:

- A. After completion of five (5) years of service the employee shall receive a \$50 longevity bonus.
- B. In December of the sixth and succeeding years thereafter, \$50 annually will be added to the longevity bonus with no maximum limit.

Section 12.2 Payout at Termination: At the end of employment with the County, any longevity bonus amounts owed under either plan will be prorated over the number of pay periods or portion of pay periods worked until the last record day of employment.

ARTICLE XIII **HOURS OF WORK, PREMIUM PAY AND SHIFT PREFERENCE**

Section 13.1 Regular Hours of Work: The regular schedule of an employee's work shall consist of a minimum of twelve (12) continuous hours, inclusive of a one-half (1/2) hour paid meal period (provided an emergency situation does not exist which would

normally preclude it). It is recognized and understood that deviations from the regular schedule of work, including eight (8) hour shifts, may be necessary as a result of a temporary shortage of manpower (75% or less of regular employees trained as dispatchers, to include supervisors) and/or public safety emergencies.

The 911 Database Coordinator classification shall work a schedule established by the 911 Director of forty (40) hours per week.

The Call Taker classification shall work a ten (10) hour shift and shall work a schedule established by the 911 Director and schedules will be published quarterly.

Section 13.2 Breaks: Employees are allowed three (3) fifteen (15) minute work breaks, one (1) in the first part of the shift, one (1) in the second part of the shift, per day, and one (1) in the third part of the shift, which are to be taken at a time to allow for the continuous and effective operation of the department, and which shall not carry over or accumulate.

Section 13.3 Overtime Rate: Overtime pay shall be at the rate of time and one-half (1 1/2) of the employee's regular hourly rate, excluding all forms of premium pay, paid holidays, approved vacation leave, approved bereavement leave, sick leave and personal leave used, for all hours worked in excess of twelve (12) hours in any twenty-four (24) hour period or for all hours worked in excess of forty (40) hours in any one (1) work week.

Section 13.4 Overtime Distribution:

- A. If requested to work overtime, an employee will be expected to do so unless he/she is excused for good cause.
- B. All overtime work to which overtime pay is applicable shall be distributed as equally as possible among qualified and capable employees within a reasonable period of time and within the classification affected.
- C. An overtime distribution list shall be kept current within the classification affected. Overtime worked shall be added to the overtime distribution sheet within a period of four (4) days. Only overtime worked in the primary dispatch center, the back-up dispatch center, the communications trailer, or at an off-site location where basic primary dispatch functions are provided will be added to the overtime distribution list. The majority of said off-site overtime would be distributed through regular overtime distribution methods. However there may be rare occurrences when a dispatcher may be "assigned" to cover a special event and the overtime is not distributed through the regular procedures. Under that circumstance, the off-site overtime would be added to the Overtime Distribution List and would count towards total cumulative hours. Overtime gained as a result of attending a training or conference will not be posted on the overtime distribution list and will not be factored in when determining total overtime hours. On January 1 of each

year the overtime distribution list shall be zeroed out. Each year, following the zeroing out of overtime accumulation, the initial order of call-in shall be by seniority (highest first) until each employee has accumulated overtime worked or charged on the overtime distribution list.

- D. When an overtime assignment occurs, the first employee able to be reached with the lowest number of overtime hours worked on the overtime distribution list for the classification affected shall be directed to work the overtime. That employee may trade with another regular employee within the same classification. The employee taking the hours must call and confirm they are taking the hours on a taped phone line. In cases where a more eligible employee for an overtime assignment calls back after a less eligible employee has been directed to work, the directed employee shall have the option to keep the overtime assignment or have it reassigned to the more eligible employee.
- E. Overtime assignments shall not result in an employee being required to work more than eighteen (18) continuous hours, inclusive of their regular shift, in any twenty-four (24) hour period. If there is no regular employee within the classification who is willing to take the hours, the Employer may call any employee in another classification or any qualified on-call employee.
- F. Scheduled overtime shall be posted quarterly, with a deadline date to voluntarily sign up no more than 10 days prior to the date in which the overtime is scheduled. When an overtime shift is left unassigned, other qualified employees of the department shall have the opportunity to bid for the available overtime shift(s). If still left unassigned, the overtime assignment will be distributed to the most eligible bargaining unit member with the lowest number of accumulated overtime hours on the overtime distribution list.
- G. If requested to work overtime out of their classification, an employee will be expected to do so unless he/she is excused for a good cause. This employee will be paid an additional 10% per hour increase.

Section 13.5 Shift Assignment: Shift assignments shall be made on a semi-annual basis on the employee's preference according to his/her seniority within the bargaining unit. Those eligible must have completed their probationary period within their classification.

The employer shall grant such requests for shift preference provided that said request shall not be detrimental to the efficient operation of the department. The employer reserves the right to make temporary assignments in mid-period due to extended illnesses, injuries, education and training.

An employee may request a shift preference at the first selection period after he/she has completed the required probationary period.

Shift preference for the six (6) month period beginning November 1st through April 30th will be accepted from August 16th - 31st, and posted no later than September 1st.

Shift preference for the six (6) month period beginning May 1st through October 31st will be accepted from February 13th - 28th, and posted no later than March 1st.

Section 13.6 Shift Premium: Employees shall receive a shift differential of seventy-five cents (.75) per hour in addition to their regular pay and overtime pay for all hours worked between 7 p.m. and 7 a.m. The shift premium amount (.75) shall not be eligible to be paid at time and a half.

Section 13.7 Shift Times: Primary shifts shall be 7:00 a.m. to 7:00 p.m. or from 7:00 p.m. to 7:00 a.m. This shift schedule does not apply to the 911 Databases Coordinator and the Call Taker classifications. In addition, the Employer reserves the right to establish additional shifts which may overlap the two (2) primary shifts, said shifts being identified as "Floating Shifts". Should a vacancy occur of at least two (2) weeks duration, employees on a floating shift may be required to change their shift time as deemed necessary by the Employer. The Employer shall not establish a floating shift arbitrarily or to avoid payment of overtime, or change the starting and quitting times. The Employer reserves the right to adjust the commencement times for the shifts by a maximum of one (1) hour. Any adjustment in these times shall be provided to the Union thirty (30) days prior to implementation. The Employer shall not make more than one such shift adjustment in a six (6) month period.

Section 13.8 Compensatory Time: Employees who are entitled to overtime pay at the overtime rate as provided in this Agreement, may be authorized in lieu of overtime payment, at their option, an equivalent amount of compensatory time. An employee may bank compensatory time to a maximum of forty-eight (48) hours. Compensatory time off may be requested of the Department Head only after earned and at his/her discretion may be granted when workload and scheduling may permit. Employees granted compensatory time off may have such time canceled prior to beginning such leave if deemed necessary by the Employer.

ARTICLE XIV **HOLIDAY PAY**

Section 14.1 Paid Holidays: The following actual holidays shall be considered as paid holidays for purposes of this Agreement:

New Year's Day
President's Day (observed)
Good Friday
Memorial Day (observed)
Independence Day
Labor Day

Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve Day
Christmas Day
New Year's Eve Day
(1) Floating Holiday

Section 14.2 Eligibility: To be eligible for holiday pay, an employee must work their scheduled calendar day before and their scheduled calendar day after a holiday or be on authorized leave. The employee shall not receive the holiday pay if a leave is covered by Short Term Disability or Workers' Compensation Insurance. Employees who take leave for illness on the day before or day after the holiday may be required to present a physician's slip in order to receive holiday pay.

Section 14.3 Compensation for Holidays Not Worked: No holiday for which an employee is paid and during which he/she did not work shall be considered or treated as time actually worked by him/her for purposes of overtime compensation.

Section 14.4 Holidays During Leave: Holidays occurring during a vacation period, bereavement leave, or authorized personal leave are compensable and shall not be charged against employee's accumulated time.

Section 14.5 Compensation for Holidays Worked: Employees who are required to work on a holiday shall receive in addition to the holiday pay, time and one-half (1 1/2) for all hours worked. If an employee is required to work in excess of his/her regularly scheduled shift on a holiday, he/she shall be paid two and one-half (2 1/2) times the hourly rate for all hours in excess of his/her regularly scheduled shift.

Section 14.6 Compensation for Non-worked Holidays: Employees covered by this Agreement who do not work on the holidays hereinbefore designated, and who meet the eligibility requirements hereinbefore designated, shall be compensated for such holiday based on eight (8) hours at the straight time hourly rate, excluding premiums, of the particular employee.

Section 14.7 Agree to Work but Don't Work: When an employee agrees and/or is scheduled to work on one of the holidays and does not work as agreed, he/she shall not receive the compensation for such holiday and may be subject to disciplinary action.

Section 14.8 Holidays on Weekends: In the event one of the holidays falls on a Sunday, the following day, Monday, will be the recognized holiday for eligible employees; if the holiday falls on Saturday, the preceding Friday will be recognized as a holiday. However, employees assigned to seven (7) day operations will celebrate the actual holidays as defined by the Agreement.

Section 14.9 Call in on Holiday: Employees who are not scheduled to work on a holiday and who are required to report to work shall be paid in addition to the holiday pay, two (2) times their hourly rate for all hours worked on the holiday.

Section 14.10 Floating Holiday: One (1) floating holiday shall be credited to the employee in the first pay period of the calendar year. Employees who are hired on or after October 1st shall not be granted the floating holiday that year. Such holiday shall not accrue from year to year or be paid out for any reason. Compensation for floating holiday based on regularly scheduled shift hours.

ARTICLE XV **VACATION**

Section 15.1 Vacation Accrual: Employees working under this Agreement shall receive paid vacations in accordance with the following schedule provided they are eligible.

Vacation shall accrue but not be available for use until after six (6) months of service. Such vacation shall be accrued on a biweekly basis in accordance with the following schedule:

<u>YEARS OF SERVICE</u>	<u>HOURS</u>	<u>(IN 8 HOUR DAYS)</u>
Less than 3 years	80	10
3 but less than 5 years	96	12
5 but less than 10 years	120	15
10 but less than 15 years	136	17
15 but less than 25 years	160	20
25 or more years	200	25

Section 15.2 Vacation Carryover, Waiver, and Pay Upon Termination: Accrued and unused vacation days shall be carried forward to the next subsequent vacation eligibility year with a maximum limitation on carry-over of two hundred (200) hours. Any hours beyond the carry over limit of two hundred (200) hours, even when approved for extension by the department head or County Administrator shall not be included in the employee's payout calculation upon termination for any reason, unless a timely request for vacation leave has been denied.

An employee may not waive a vacation and receive extra pay for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the maximum carry-over provision will not be invoked, provided the employee utilizes the excess hours within one hundred eighty (180) calendar days.

Upon termination of employment or retirement within that one hundred eighty (180) days, an employee shall be compensated in wages for unused vacation leave that such employee has accrued through the date of termination.

Section 15.3 Sickness During Vacation Period: If an employee becomes ill and/or is under the care of doctor during his/her vacation, he/she may choose to use accumulated sick leave rather than vacation leave for that period of time. A doctor's statement may be required by the Employer.

Section 15.4 Waiver of Vacation: A vacation may not be waived by an employee and extra pay received for work during that period. If an employee is required by the Employer to reschedule his/her vacation, then the maximum carry-over provision of Section 14.2 will not be invoked, provided the employee utilizes the excess hours within one hundred eighty (180) calendar days.

Section 15.5 Vacation Scheduling: Vacation requests for November 1st - April 30th will be accepted from August 16th - September 15th, and posted to the schedule no later than October 1st.

Vacation requests for May 1st - October 30th will be accepted February 13th - March 15th and posted to the schedule no later than April 1st.

Employees shall be permitted to schedule their vacation in conjunction with their regular pass days. Approved requests of two (2) or more vacation days will provide for pass days in conjunction with the request to be considered "vacation" whereas the employee will not be eligible for overtime unless mutually agreed upon, or during an emergency work assignment identified in Section 2.4.

Vacation requests shall be scheduled by Classification Seniority with preference given to multiple day requests of five (5) or more regularly scheduled working days. Employees who request vacation periods encompassing the following holidays: Thanksgiving Day, Day after Thanksgiving, Christmas Eve, and Christmas Day, shall refrain from taking both sets of holidays in the same year. Further, employees shall not take the same holidays (described above) two years consecutively. Any requested change in vacation schedule after notification will require at least thirty (30) days' notice. Exceptions may be made for unusual circumstances.

Only one (1) employee in each classification shall be scheduled for vacation at any one time. Any second request, or any overlapping days of requested vacation by employees shall be subject to management approval based on staffing. The employer shall provide a 60 (sixty) day notice before changing this procedure.

Section 15.6 Vacation Pay: Vacation pay will be at the current rate, less premium pay, of the employee. Current salary shall include any increase in salary schedule by reason of length of service, or any percentage increase which an employee is entitled to by reason of any increment plan.

Section 15.7 Payout upon Termination: Upon termination of employment due to resignation, death, retirement or dismissal, an employee, employee's spouse,

designated beneficiary or employee's estate, shall be compensated in wages for all unused vacation leave through date of termination that such employee has accrued up to a maximum of two hundred (200) hours, per the limitation as stated in Section 15.2.

Section 15.8 Scheduling with Regular Days Off: Employees shall be permitted to schedule their vacation in conjunction with their regular pass days. Approved requests of two (2) or more vacation days will provide for pass days in conjunction with the request to be considered "vacation" and the employee will not be eligible for overtime unless mutually agreed to.

ARTICLE XVI **INSURANCE AND PENSION**

Section 16.1 Health Insurance: At a minimum of 90 days prior to the expiration of this Agreement, at the request of either party, a meeting shall occur to discuss health, dental and vision insurance coverage options. Further, each year during open enrollment the Employer may present a variety of health care benefit plan options for the bargaining unit to consider.

Effective January 1, 2019, the Employer shall provide the same health insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time.

2022: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2022, each employee will receive a total payment for 2022, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

2023: For those employees enrolled in the Health Savings Account (HSA) plan the payroll period after January 1, 2023, each employee will receive a total payment for 2023, divided into 4 payments with 1 payment made at the start of each quarter, subject to the requirements of 2011 PA 152, to their HSA account as follows:

- a.) \$1,000.00 for single subscriber coverage; or
- b.) \$2,000.00 for family and double subscriber coverage.

This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

Commencing January 1, 2017, the Employer may offer a lower cost medical benefit plans. Employees shall have the option to select a plan.

If the County Board of Commissioners, for subsequent plan years commencing 2017, implements, in its discretion and pursuant to 2011 PA 152, either a hard cap election or employee contributions necessary to meet the requirement that the Employer pay no more than 80% of the total annual costs of all of the medical benefit plans election, bargaining unit employees will be required to make contributions under the election made by the Board of Commissioners.

Effective January 1, 2017, all employees covered under the medical benefit plan will be required to pay 20% of the total health insurance premium and taxes of his/her elected plan.

- A. Dual Coverage: In situations where a bargaining unit member's spouse is a full-time employee of the County, said employees shall decide which employee receives "primary" coverage and which employee receives "dependent" coverage. Failure by the employee(s) to make a selection within 30 days shall result in the automatic designation of the more senior employee as "primary."

A bargaining unit member who receives either "primary" or "dependent" coverage from the County shall not be eligible for any payment in lieu of coverage.

- B. Payment in Lieu of Health Care Coverage: Employees who are eligible for health insurance coverage through the County and elect to NOT enroll in the group medical benefit plan because they are eligible for coverage under another qualified group medical benefit plan available to their spouse and/or eligible dependents will be eligible to receive additional monthly compensation based upon their health insurance coverage eligibility status.

The amount of such compensation may be fixed by the Board of Commissioners, but shall not be less than \$2,000.00 per year. Payments will be made once per year (December of each year). This amount will be pro-rated based on the number of hours the employee is regularly scheduled to work and the eligible months of service.

An employee must provide proof of insurance coverage under a qualified group plan for the employee and eligible dependents as defined or required by the Affordable Care Act or implementing regulations and complete all forms or certifications required by the County and under the Affordable Care Act for such payments. It is agreed by the Parties that an employee will not be eligible for payment in lieu of health insurance if such payment would violate the Affordable Care Act or implementing regulations, or cause the Employer to be subject to penalty or fine. Should insurance coverage through the secondary source terminate for any reason, the employee should notify the County Administrator, or his or her designee, within thirty (30) days and re-enroll in the County health

insurance program. Failure to timely notify the County may result in the ability to re-enroll being limited to the open-enrollment period.

Section 16.2 Optical and Dental Insurance: Effective January 1, 2019, the Employer shall provide the same optical and dental insurance benefits, under the same terms and conditions, as non-union employees receive, which may change from time to time, provided that substantially equivalent coverage is maintained.

Section 16.3 Retirees Group Health: Only employees who have retired from the service of the Grand Traverse County prior to January 1, 2017, as defined in Section 16.6 shall be entitled to pay for group rates under the hospitalization plan, including the equivalent of the Medicare Rider. No other employees shall be entitled to this benefit.

Section 16.4 Workers' Compensation: Each employee will be covered by the applicable workers' compensation laws. The Employer further agrees that an employee, if eligible for workers' compensation, will receive, in addition to their workers' compensation benefits, the difference between those benefits and his/her regular net pay, to be paid by the Employer from the employee's sick or personal leave bank. The subsidy will terminate upon the exhaustion of the employee's accumulated leave banks.

In addition, the employee's health, dental, optical, and life insurance as specified in this contract will continue to be provided by the Employer while the employee is on workers' compensation for a period of up to eighteen (18) months.

Any employee who is absent from work due to a work related injury may be required to be examined by a physician and to obtain release to return to work from all treating physicians or a physician selected by the Employer. A physician is a duly licensed member of a medical profession who has the medical training and clinical expertise suitable to treat the diagnosed condition. For purposes of mental health or psychiatric conditions a Psychologist or Psychiatrist may be required to provide the physician's statement, to the extent the specialist has the medical training and clinical expertise to treat the diagnosed condition. The Employer reserves the right to assign the employee to light duty work during any worker's compensation leave.

Section 16.5 Unemployment Insurance: The Employer agrees be compliant with all unemployment laws.

Section 16.6 Retirement Plan:

- A. **Defined Contribution Plan:** All regular full time and regular part time employees working at least fifty percent (50%) of the normal departmental work week, shall be covered under a defined contribution plan as selected by the Employer. The Employer shall contribute three (3%) percent of wages under this plan. Employees may choose to make a onetime irrevocable decision to contribute three percent (3%) of their wages to the plan, and if the employee chooses to contribute three percent (3%), the Employer will contribute an additional three

percent (3%). Employees will be vested twenty-five percent (25%) after three (3) years of service, fifty percent (50%) after four (4) years, seventy-five percent (75%) after five (5) years, and be fully vested after six (6) years of service.

Employees already enrolled under the Defined Contribution Plan as of December 31, 2014, shall receive from the Employer 6% of wages into the Defined Contribution Plan. Employees who made the one time irrevocable decision to contribute 3% of their wages to the defined contribution plan, shall receive from the Employer an additional 3%. Employees will be 25% vested after 3 years of service, 50% after 4 years, 75% after 5 years, and fully vested after 6 years of service.

Section 16.7 Life Insurance and AD&D Insurance: The Employer agrees to pay the full premium for term Life Insurance and Accidental Death and Dismemberment Insurance for regular full-time employees in the amount of \$20,000 or one times salary, whichever is greater, said insurance to become effective after six (6) consecutive months of employment as a regular employee in accordance with the plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

Section 16.8 Short Term Disability Insurance: Effective January 1, 2019, the Employer agrees to provide Short Term Disability Insurance for all regular full time employees under the same terms and conditions as non-union employees receive, which may change from time to time, provided that substantially equivalent coverage is maintained. Under the current plan said insurance is to be effective the next day following one hundred eighty (180) calendar days of consecutive service as a regular employee in accordance with the plan documents. This insurance shall provide 66 2/3 percent of the employee's regular pre-disability wages for up to one hundred eighty-two (182) calendar days for absences due to eligible injury or illness as approved by the insurance carrier. The coverage will begin on the eighth (8th) day following injury or illness. Employees must use paid leave to cover the eligibility period before going on short term disability. Eligibility and benefit provisions are provided subject to plan documents.

Health, dental, optical and life insurance provided by the Employer shall continue during the duration of this coverage. The employee is responsible for all required employee premium payments to the Employer. If premium payments are not remitted insurance will be cancelled.

Section 16.9 Long-Term Disability Insurance: Effective January 1, 2011, all employees on the Defined Contribution Retirement Plan and actively at work at least fifteen (15) hours each week shall be eligible for Long-Term Disability Insurance in accordance with the plan document. This coverage shall provide sixty percent (60%) of the employee's regular pre- disability earnings for up to twenty-four (24) months for absences due to an eligible injury or illness as determined by the insurance carrier.

The employee is responsible for cooperating with the carrier's application requirements.

Health, Dental, and Vision insurance provided by the Employer shall continue for twelve (12) months from the original date of disability, in coordination with Short Term Disability. The employee is obligated to pay any applicable cost share while on an approved leave, as stated in Section 16.1.

Eligibility and benefit provisions are provided subject to plan documents.

The Employer has the right to change the provider and/or plans, provided that substantially equivalent coverage is maintained.

ARTICLE XVII

VACANCY, PROMOTION AND TEMPORARY TRANSFER

Section 17.1 Promotion and Vacancies: Promotion and Vacancies within the Bargaining Unit. In order to provide advancement opportunity when vacancies exist in the bargaining unit, the Employer will post for a period of five (5) working days a list of such vacancies indicating the title and rate of pay. The minimum qualifications for the position shall also be included in the posting. Employees who are interested shall make application for such vacancies pursuant to the Employer's normal process within the five (5) day posting period. Placement and/or advancement shall be at the Employer's discretion and the Employer shall consider the employee's experience, work history, qualifications and seniority in filling vacancies. The Employer reserves the right to fill a vacancy from outside the bargaining unit.

Employees who are promoted shall be paid at the wage step in the higher classification which reflects an increase. The date of the promotion shall be the employee's new seniority date for purposes of future step increases within the new classification.

Section 17.2 Transfers: A transfer is defined as a lateral move to another classification within the same pay grade, within the same department. The Employer will post the open position, listing the minimum qualifications. The most-senior qualified applicant will be considered for the position and, if selected, will be required to serve a trial period, in accordance with the contract. Failure to fill the position within the department, the position will be posted within the bargaining unit. Failure to fill the position within the bargaining unit, the Employer may fill the position from outside the bargaining unit.

Section 17.3 Trial Period for Current Employees Who are Promoted or Transfer to a New Position: The successful applicant for promotion or transfer shall serve up to a 2080 hours' worked trial period. At any time during this trial period, the employee may, on his or her own volition, request in writing to be relieved of the new classification and be returned to the former classification and former rate of pay without loss of seniority. At any time during the trial period, the Employer shall have the right to return the

employee to his or her former classification without loss of seniority. The employee's or Employer's decision to return the employee to his/her former classification is not subject to the grievance procedure. If an employee is absent from work for any reason for more than five (5) workdays, his/her trial period shall be extended by a period equal to the duration of such absence. The Employer will provide assistance to the applicant by a qualified individual during their training period.

- A. During such trial period, the Employer, for just cause, may demote such employee back to his/her former classification. It is further agreed that employees may exercise the right to voluntarily return to their former classification. In either event, employees shall not lose seniority for previous time in grade, plus the orientation period in the new position. Employees who are demoted from a higher classification for disciplinary reasons may be required to serve a six (6) month probationary period and shall be subject to all terms of this Agreement. The employee demoted, or voluntarily returning, shall not be permitted to disrupt the then in effect shift preference of other employees within the bargaining unit.
- B. Employees who return to a classification within the bargaining unit after one (1) year shall not lose seniority for previous time in that classification, or in the bargaining unit, but shall not be credited with seniority for time outside the bargaining unit.

Section 17.4 Pay Rate for Promotion/Demotion or Lateral Moves: Promotions for the purposes of this article are defined as situations in which an employee receives a position at a higher pay grade. If an employee receives a promotion they will be paid as follows:

Employees who are promoted shall be paid at the wage step in the higher classification which reflects an increase of at least 4½%. The date of the promotion shall be the employee's new seniority date for purposes of future step increases within the new classification.

Should an employee transfer to an equivalent position within in the same grade and within the Bargaining Unit their pay rate will not change.

In the event an employee is demoted or applies for a lower level position the employee will be paid at the wage step in the lower classification which results in a decrease. The date of the demotion will be the employee's new seniority date for purposes of future step increases within the new classification.

Section 17.5 911 Database Coordinator and Call Taker: The 911 Databases Coordinator and the Call Taker classifications shall be appointed at the discretion of the 911 Director and shall not be subject to any bidding process. However, if there is a vacancy in either position, current employees shall have the first opportunity to fill those positions, if qualified as determined by the 911 Director.

Section 17.6 Temporary Vacancy: For the purpose of temporarily filling a vacancy in a position of higher classification, the Employer shall offer such assignment to the most-senior qualified applicant within the department. The Employer shall determine when a temporary vacancy exists, and will proceed to fill such vacancy in accordance with this section as soon as possible. However, no position shall be considered temporary for a period beyond sixty (60) calendar days, without mutual consent of the Employer and the Union.

ARTICLE XVIII **UNIFORMS**

Section 18.1 Uniforms Furnished by Employer: The Employer agrees to furnish the following uniforms to full time employees: a minimum of three (3) shirts/blouses; three (3) pair of pants/skirts; two (2) sweaters, and other wearing garments which are required by the Employer, excluding footwear, which the Employer agrees to replace as needed.

ARTICLE XIX **GENERAL**

Section 19.1 County Safety Concerns: All safety concerns shall be reported to the Department Head with a copy to the Human Resources Director.

Section 19.2 Safety Disputes: In any dispute involving safety, M.I.O.S.H.A. will be used and their decision will be final and binding upon the parties. If, however, M.I.O.S.H.A. will not take jurisdiction, the matter is a proper subject for grievance arbitration.

Section 19.3 Access to Personnel File: The parties agree that records of service will be kept in the employee's personnel file. The employee shall, upon request and appointment, in the presence of the Employer, have access to his/her personnel file.

Section 19.4 Visits by Union Representatives: Authorized representatives of the Union shall be permitted to visit the operation of the Employer during working hours to talk with the Stewards, and/or representatives of the Employer concerning matters covered by this Agreement without interfering with the progress of the work force. The Union will arrange with the Employer for time and place prior to the occurrence of such visits.

Section 19.5 Legal Assistance: The Employer will provide to the employee such legal assistance as will be required when civil action is brought against an employee as a result of the acts occurring when and while said employee is in the lawful performance of their assigned duties and responsibilities; provided that notification is immediately given to the Employer that service of process was made upon the employee.

Section 19.6 Training Schools: The Employer shall pay the tuition, expenses, and provide proper transportation for training schools as assigned. Any employee designated to attend training schools benefitting both the County and the employee shall be remunerated at their regular rate of pay. Employees will also receive mileage at a rate established uniformly by the County Board of Commissioners if the class is held outside of Grand Traverse County and if transportation is not otherwise available.

Section 19.7 Personal Vehicles: Whenever an employee is requested by the Employer to use his/her own personal vehicle in the line of duty and on the business of the Employer, he/she shall be accorded mileage at a rate as uniformly established by the Grand Traverse County Board of Commissioners.

Section 19.8 Equipment: If equipment should be regarded as defective, an employee should immediately inform his/her immediate supervisor and present a list of defects. If the supervisor determines the equipment to be defective, he/she shall cause the same to be stored until cleared by an appropriate specialist as fit for service. If the supervisor determines the equipment to be fit for service, he/she must so notify the employee in writing.

The Employer shall not require employees to utilize equipment that is not in safe operating condition or equipped with the safety appliances prescribed by law.

Section 19.9 Bulletin Board: The Employer will provide a bulletin board in the facility where employees hereunder are employed for the use of the Union and the Employer. Only official notices are to be posted and must have the signature of the representative or a Board Member. The Union/Employer will promptly remove from such bulletin board any material which is detrimental to the Union/Employer relationship.

Section 19.10 Rest Periods: Employees shall normally be granted a minimum rest period of eight (8) hours before having to report back to duty, except in unusual situations, manpower shortages or emergencies.

Section 19.11 Bonds: Should it be required that any employee be bonded, any premium involved shall be paid by the Employer.

Section 19.12 Court Appearances: Employees of the bargaining unit who may be required to appear in court on civil or criminal matters, or before Commissioners on matters related to the lawful performance of their work, on days off or other authorized off-duty time, will be paid a minimum of two (2) hours at time and one-half (1 1/2) for their set appearance in lieu of any witness fees.

Section 19.13 Call In: The employees of the bargaining unit will be paid a minimum of two (2) hours at time and one-half (1 1/2) for call back in, and a minimum of three (3) hours in event an employee is called in on a scheduled holiday or vacation period. In the event that the call in occurs on a holiday recognized by this Agreement, the two (2)

hour minimum shall be paid at the holiday premium rate of pay, excluding shift premium, unless said time exceeds the prescribed time limits contained in Section 13.5.

Section 19.14 Hours Considered Worked: All hours paid by the Employer to an employee, excluding payments made via Workers' Compensation and/or Disability Insurance, exclusive of overtime, shall be considered as hours worked for the purpose of computing fringe benefits under this Agreement.

Section 19.15 Pay Periods: The Employer shall provide for bi-weekly pay periods. Each employee shall be provided with an itemized statement of his/her earnings and of all deductions made for any purpose. Pay day will be every other Friday.

Section 19.16 Examination of Time Records: The Union shall have the right to examine the time sheets and other records of the Employer pertaining to the computation of compensation for an employee who has submitted a specific grievance relative to such compensation. Upon request by the Union, such records shall be furnished by the Employer for inspection.

Section 19.17 Rules, Regulations, Policies, Procedures: The Employer reserves the right to establish reasonable rules, regulations, policies and procedures not inconsistent with the provisions of this Agreement. Such rules, regulations, policies and procedures shall be available for inspection and review by employees if such rules, regulations, procedures and policies concern working conditions. If the Union believes that any rule, regulation, policy and/or procedure is inconsistent with the terms of this Agreement, the Union can request a special conference (Section 5.1) and not subject to the grievance procedure.

Section 19.18 Tuition: Employees who receive prior approval for educational courses relating to their job performance may receive tuition reimbursement from the Employer in accordance with County policy.

Section 19.19 Training Opportunities: Employees of the bargaining unit will be scheduled for all mandatory training to comply with the most current State 911 Committee minimum dispatcher training standards, as well as the required continuing education.

All voluntary training opportunities shall be offered on a rotation basis starting with the most senior employee, and shall be posted for at least ten (10) days. Those who turn down an opportunity, or who have previously attended such training, shall be placed at the bottom of the list. Training for probationary employees, specialty areas, or where the County does not determine who is accepted for the program shall be exempt from this section.

Section 19.20 New Classification: When a new job classification is created the Employer will notify the Union of the classification and rate structure prior to its becoming effective. In the event the Union does not agree that the classification and rate are proper, it shall be subject to negotiations.

Section 19.21 Travel Time: Employees shall be paid for all hours in accordance with the FLSA.

Section 19.22 Training Time: All employees that are Certified Communication Training Officers shall be paid an additional \$2.50 per hour for time spent training other probationary Dispatch employees.

Section 19.23 Emergency Manager: To the extent required by MCL 423.215(7), an Emergency Financial Manager appointed under the Local Government and School District Financial Accountability Act (being MCL 141.1541, et seq) may reject, modify, or terminate provisions of this collective bargaining agreement as provided in the Local Government and School District Financial Accountability Act.

ARTICLE XX **SAVINGS AND WAIVER CLAUSE**

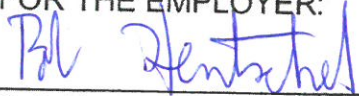
Section 20.1 Savings Clause: If any Article or Section of the Agreement or any addendum thereto should be held invalid by operation of law or by any tribunal of competent jurisdiction, or if compliance with or enforcement of any Article or Section should be reinstated by such tribunal, the remainder of the Agreement and addendums shall not be effected thereby, and the parties shall enter into immediate collective bargaining negotiations for the purpose of arriving at a mutually satisfactory replacement for such Article or Section.

Section 20.2 Waiver: It is the intent of the parties hereto that the provisions of this Agreement, which supersede all prior agreements and understandings, oral or written, express or implied, between such parties shall govern their entire relationship and shall be the sole source of any and all rights or claims asserted hereunder or otherwise. The provisions of this Agreement can be amended, supplemented, rescinded or otherwise altered only by mutual agreement in writing hereafter signed by the parties hereto. The parties hereto mutually agree not to seek, during the term of this Agreement, to negotiate or to bargain with respect to any matters pertaining to rates of pay, wages, hours of employment, or other conditions of employment, whether or not covered by this Agreement or in the negotiations leading thereto, and any rights in that respect are hereby expressly waived.

ARTICLE XXI
DURATION

This Agreement shall be effective on January 1, 2022, and shall remain in full force and effect until December 31, 2023. Either party may request to commence negotiations 120 days prior to the contract termination date.

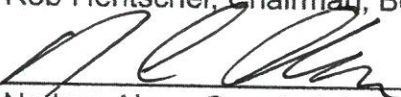
FOR THE EMPLOYER:



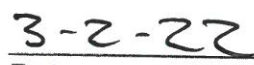
Rob Hentschel, Chairman, Board of Commissioners



Date




Nathan Alger, County Administrator

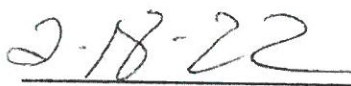


Date

FOR THE UNION:



Business Representative



Date

Bargaining Representative

Date

Bargaining Representative

Date

Approved as to Form
For County of Grand Traverse
Cohl, Stoker & Toskey, P.C.
By: Mattis D. Nordfjord

N:\Client\Grand Traverse Co\Negs\Teamsters Dispatch\2022\Redraft\2022-2023 Teamsters Dispatch CBA.docx

APPENDIX A

Wage Scales

Effective January 1, 2022						Increase: 4.5%	
	TRAIN	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
D1	18.61	19.47	20.36	21.29	22.28	23.25	23.71
D2	19.93	20.83	21.78	22.78	23.82	24.88	25.37
D3	19.94	21.38	23.26	25.14	26.31	27.50	28.75

*Implement the above scale by placing employees at the step in the scale that results in a pay increase over the employee's current step at the time of implementation. Step increases will then be frozen until the employee's anniversary date in 2023, at which point employee will advance in step scale (if applicable).

Effective January 1, 2023						Increase: 3.0%	
	TRAIN	START	STEP 1	STEP 2	STEP 3	STEP 4	STEP 5
D1	19.17	20.05	20.97	21.93	22.95	23.95	24.42
D2	20.53	21.45	22.43	23.46	24.53	25.63	26.13
D3	20.54	22.02	23.96	25.89	27.10	28.33	29.61